

The Commonwealth of Massachusetts **A0-5**

*Office of
Campaign & Political Finance*

One Ashburton Place, Room 1005 Boston, MA 02108

727-8352

August 5, 1982

Timothy A. Bassett, Chairman
Committee on Commerce & Labor
House of Representatives
State House
Boston, Ma. 02133

Dear Representative Bassett:

You are currently a state representative and a candidate for re-election. You have asked for my opinion concerning the use of campaign funds of your political committee to acquire a computer/word processor.

M.G.L. C. 55, section 6, states in relevant part, that "A political committee, duly organized, may receive, pay and expend money for the enhancement of the political future of the candidate. . . for which the committee was organized so long as such expenditure is not primarily for the candidate's or other person's personal use. . ." In my opinion, the use of a word processor/computer by a political committee for campaign purposes is an appropriate expenditure. However, because the equipment is to be leased by your political committee, its use must be restricted to campaign purposes, which may include storing and retrieving the name, address, voting history, and other related data of voters in your district, as you have suggested you wish to do.

You have raised the issue of the financial arrangements for acquisition of the word processor/computer. A Commercial Installment Purchase Agreement, originally suggested in your letter, entered into between your committee and the Xerox Corporation results in a loan to your political committee for the purchase of the product, as indicated by the characteristics of the agreement, such as finance charges. Pursuant to M.G.L. c. 55, Section 1, which defines a contribution in part, as "a contribution of money, or anything of value to an individual, candidate, political committee, or person acting on behalf of said individual, candidate, political committee, for the

purpose of influencing the nomination or election of said individual or candidate. . . and shall include any: (1) gift, subscription, loan, advance, deposit of money, or thing of value, except a loan of money to a candidate by a national or state bank made in accordance with the applicable banking laws and regulations and in the ordinary course of business . . .", such a loan by the Xerox Corporation would constitute a contribution to your political committee. M.G.L. C.55, Section 8 specifies that no corporation "shall directly or indirectly give, pay, expend or contribute, or promise to give, pay, expend or contribute any money or other valuable thing for the purpose of aiding, promoting, or preventing the nomination or election of any person to public office. . .". Pursuant to the above, the Commercial Installment Purchase Agreement to your political committee results in a contribution by the Xerox Corporation, and is thus prohibited by Chapter 55.

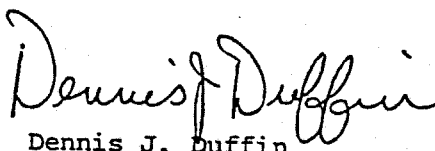
In further discussions, you have submitted to me the Commercial Term Lease Agreement for Office Products, issued by the Xerox Store for the Xerox Corporation, for my opinion concerning its appropriateness under C.55. The Commercial Term Lease Agreement to be entered into by the Xerox Corporation and your political committee results in an appropriate means of expending funds for the purpose of influencing your nomination and election. The lease does not contain characteristics which make it a prohibited loan from a corporation. Rather, your committee is renting the equipment on a monthly basis according to its campaign use, and as such a leasing arrangement is permitted under c. 55. If, at the conclusion of this Commercial Term Lease Agreement with Xerox Corporation, your political committee wishes to exercise the Option to Purchase the equipment, as provided by the agreement, the methods of such a purchase should be reviewed by this office.

Because your political committee is expending funds to acquire the use of the word processor/computer, its use must be restricted to campaign purposes. Furthermore, the location of such an item must indicate its intended use. In Anderson v. City of Boston, Mass. Adv. Sh. 2297 (1978), the Supreme Judicial Court stated that the provisions of M.G.L. c. 55 "demonstrates a general legislative intent to keep political fund-raising out of the hands of non-elective public employees and city and town halls." While this case dealt specifically with municipalities, M.G.L. c. 55, Sections 13-17 extend that prohibition to state and county buildings as well. In light of this, c. 55 would not permit you to locate an item leased by your political committee in your State House office. Rather, this item must be located in an area appropriate to its use by your political committee for campaign purposes, such as space leased by your political committee, the home of your treasurer or your own home. Regardless of its location, its appropriate use is still confined as described above.

In conclusion, it is my opinion that your political committee may enter into the Commercial Term Lease Agreement for Office Products, which you have submitted to me, with the Xerox Store, agent for the Xerox Corporation, in order to lease a word processor/computer for political campaign purposes, subject to the above-described limitations.

This opinion has been rendered solely on the basis of the facts presented, and responds only to the question of the current acquisition and use of a word processor/computer by your political committee. Any disposition of this item, and any other questions concerning its use should be specifically addressed to this office at the appropriate time.

Very truly yours,

A handwritten signature in cursive script, reading "Dennis J. Duffin". The signature is written in dark ink and is positioned above the printed name and title.

Dennis J. Duffin
Director